



Wenham Conservation Commission

Wenham, Massachusetts 01984

April 1, 2004

Dear Applicant,

The Wenham Conservation Commission (the WCC) appreciates your interest in renting our town-owned farmland. We hope that the materials in this packet will provide adequate information about the land and about the procedure for submitting an application.

This packet should include the following materials:

1. Site plan showing the location of the land (Parcel B and Parcel C) between the train tracks and the Miles River on Larch Row; (Note that the river may be used for irrigation.)
2. Letter dated May 21, 1997, from the USDA Natural Resources Conservation Service describing the land and how to manage it;
3. Legal Notice, Farmland for Rent;
4. WCC Farmland Rental Protocol;
5. Exhibit A, Farmland Rental Policy of the WCC;
6. Exhibit B, WCC Request for Proposals; and
7. Exhibit C, Farmland Lease Agreement.

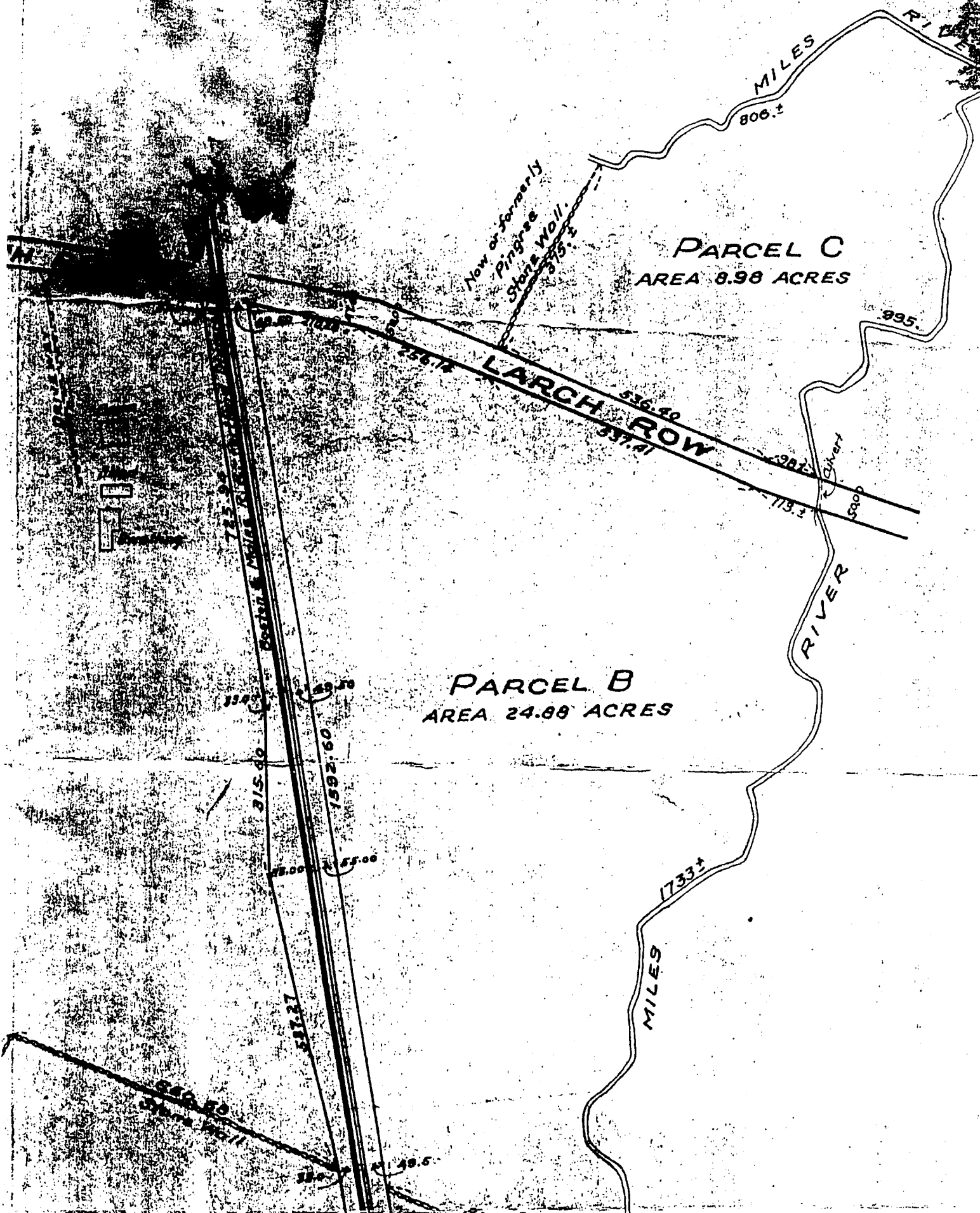
If your packet is missing any item, please let us know immediately and we will provide a copy.

As stated in the Farmland Rental Policy (Exhibit A), our primary goals are to see the land maintained in healthy condition and to provide affordable land for the working farmer, rather than to maximize the financial gain from the land. If you feel that any of the requirements in the packet materials is financially prohibitive for you, please state which requirement is a problem, why, and whether there is a more affordable alternative that you could carry out.

If you have any questions, please call Gerri Falco at the Conservation Office at 978-468-5526, for assistance.

**REMEMBER
THE DEADLINE FOR SUBMITTING
YOUR APPLICATION
IS**

12:00 NOON ON MONDAY, APRIL 26, 2004



May 21, 1997

Fran Fink
Conservation Commission Agent
Town Hall
Wenham, MA 01984

Dear Fran:

We have put together some recommendations concerning the Town-owned agricultural land based on our site visit on May 13. The recommendations are grouped according to their importance. Items of lower importance include practices that would be desirable, but are not immediately needed to preserve or improve soil and water quality. Items of higher importance are, in our opinion, more critical at present for ensuring sound agricultural and natural resource management.

The map shows the farm field boundaries and soil types. The red numbers correspond to arbitrary field numbers that we will use for the sake of discussion. The soils on the farmland are quite good. According to the published soil maps most of Field 1 is considered prime farmland (Merrimack and Canton fine sandy loams, 3-8% slopes). However, from our observations a good deal of Field 3 and all of Field 4 could also be considered prime farmland because the slopes are not as steep as the soil map indicates. The wetland abutting the property to the east is the primary concern for off-farm impacts.

GENERAL OBSERVATIONS

There was very little evidence of erosion or sediment on the cropfields. Crop rows were arranged across the predominant slope of the landscape which is helping to curb erosion. A cover crop of rye and crop residue left on the field were observed, which are also curbing erosion.

A berm exists along most of the fields edges, which acts to slow or contain runoff from fields. There were several curious holes in the berms that warrant further exploration. These may be pipes used to drain excess water from the fields, but we could not tell without digging.

RECOMMENDATIONS

Higher Priority:

- * Place a fence around the old foundation on the edge of Field 2 to prevent accidents.
- * Get a yearly soil test -- with a copy sent to the Town -- to provide fertilizer requirements. This should decrease the likelihood of over fertilization which might result in nutrients running off the fields and into the wetland. It should also decrease the likelihood of under fertilization which could cause lower yields. Enclosed is information about UMass Extension soil testing services.

- * Continue the practice of planting a cover crop 2-3 weeks after harvesting to reduce soil erosion and maintain soil organic matter.
- * Plant a strip of grass 10-15 ft wide between Fields 1 and 3 and the wetlands, and also along the ditch at the bottom of Field 3. There is already a plow turnaround area which acts as a buffer strip of sorts, so all that is needed is to plant and maintain grass in that strip. This will act as a filter for sediments and chemicals coming off the fields. Enclosed is an information sheet about Vegetative Filter Areas.
- * Maintain the grass strip leading from Field 2 down to the wetland. This is acting as a grassed waterway for runoff.
- * The drainage ditch at the base of Field 3, which takes runoff from the railroad bed, should be periodically cleared of vegetation and accumulated sediments. This ditch does not appear to collect much runoff from the fields; however, ditch maintenance will decrease the likelihood of water overflowing the banks and flooding the lower field. An optional practice would be to construct a sediment trap at the culvert to prevent sediments from settling along the length of the ditch.

Lower Priority:

- * Layout of crop rows can be tailored so that more of the rows are planted perpendicular to the slope. Fields can be divided along contour gradients and cropped accordingly.
- * The Town or producer can hire the service of a pest consultant to improve pest scouting and monitoring, and to refine pesticide applications. Enclosed is an information sheet about Pest Management.
- * The dirt access road on Field 4 can be seeded with a hardy grass to stabilize the road, reduce erosion, and trap and filter runoff.

These recommendations are typical of those we suggest in our Conservation Plans to farmers. No matter how the Town chooses to work out its rental policy for the farmland, we would be glad to assist with any of the technical details of concern to the Town or farmer.

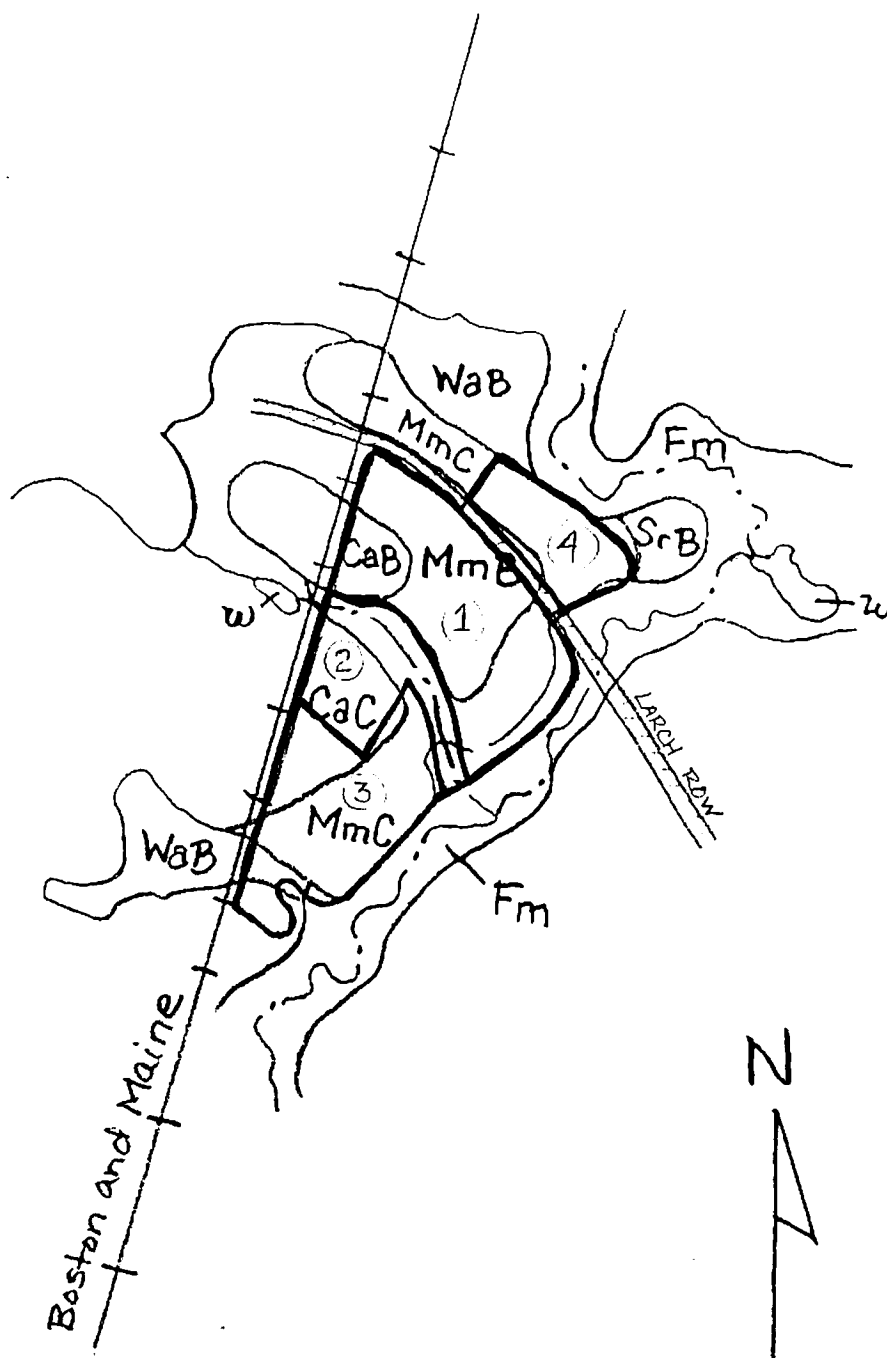
If you have any questions, please don't hesitate to call.

Sincerely,



Saiping Tso
USDA Natural Resources Conservation Service
319 Littleton Road, Suite 205
Westford, MA 01886
(508) 692-1904

cc: Dan Lenthall, NRCS



Map symbol	Soil name
CaB	Canton fine sandy loam, 3 to 8 percent slopes
CaC	Canton fine sandy loam, 8 to 20 percent slopes
Fm	Freetown muck
MmB	Merrimac fine sandy loam, 3 to 8 percent slopes
MmC	Merrimac fine sandy loam, 8 to 15 percent slopes
WaB	Walpole fine sandy loam, 3 to 8 percent slopes

LEGAL NOTICE FARMLAND FOR RENT

The Town of Wenham, Massachusetts, wishes to rent for five (5) years the following pieces of land on Larch Row; Assessor's Map 20, Lot 1 (24.88 acres), and Assessor's Map 20, Lot 11 (8.98 acres). Applicants should obtain copies of the Conservation Commission's "Request for Proposals", "Farmland Lease Agreement", "Farmland Rental Policy" and "Farmland Rental Protocol" from the Conservation Commission, Town Hall, 5 School Street, 2nd Floor, Wenham, MA 01984 (telephone: 978-468-5526). (Town Hall hours are Mon., Wed, Thurs. 9 a.m.-4:30 p.m.; Tues. 9 a.m.-7 p.m.; and Fri. 9 a.m.-1 p.m.). Proposals in conformity with the requirements set out in the "Request for Proposals" are due in the Conservation Office by 12:00 p.m. (noon), Monday, April 26, 2004 and will be opened by the Commission during their meeting at 7:35 p.m. that evening.

For publication in the Hamilton-Wenham Chronicle on April 1, 2004 and April 8, 2004.

WENHAM CONSERVATION COMMISSION FARMLAND RENTAL PROTOCOL

I. Introduction

In order to ensure that the Town of Wenham's farmland rental program (a) promotes an articulated set of policy goals of the Wenham Conservation Commission (the "Commission") and the Town, and (b) is in full compliance with Chapter 30B of the Massachusetts General Laws ("Chapter 30B"), the Commission has adopted this Farmland Rental Protocol at its meeting on October 13, 1998 and amended it on March 22, 2004. This Protocol will apply to all future rentals of farmland.

II. Statement of Policy

(The policy goals of the Commission's farmland rental program, and specific rules governing the rental of Town-owned farmland, are set out in a separate Farmland Rental Policy, attached as Exhibit A.)

III. General Provisions

A. It is the Commission's intent, in promulgating this Protocol, to comply with the provisions of Chapter 30B. Should any portion of this Protocol not comply with any portion of Chapter 30B or other applicable provisions of law, such provision of law shall control: and the remainder of this Protocol shall apply to the extent not inconsistent with the policies expressed in section II hereof, or with applicable law.

B. The provisions of this Protocol, and the terms of any of its Exhibits, are subject to amendment by vote of the Commission in open session.

IV. Requests for Proposals

A. On each occasion on which farmland becomes available for lease, the Commission shall determine (a) the market value of the land (restricted to agricultural use), and (b) the actual rental rates to be charged for such land.

B. The following provisions apply whenever the Commission enters into any lease, or any group of leases with the same person or entity:

1. Prior to the Commission's entering into lease(s), the Commission shall:
 - a. Prepare a Request for Proposals to be made available to interested parties in the Commission's office. The Request for Proposals shall be substantially in the form attached as Exhibit B hereto.

- b. Establish a date for the opening of proposals. The date shall be a regular meeting of the Commission, and the opening of proposals shall occur as a regular agenda item at such meeting.
- c. Place an advertisement inviting the submission of proposals in the Hamilton-Wenham Chronicle, and/or The Salem News to run at least once weekly for two consecutive weeks, the last publication being at least eight days before the date for opening of proposals. The advertisement shall specify the geographical area, terms, and requirements of the proposed transaction, and the time and place for the submission of proposals.
- d. If the lease or group of leases has an aggregate value (market rental value, times total acreage, times years) which exceeds \$25,000.00, the Commission shall, at least 30 days prior to the date for the opening of proposals, place an advertisement in the state secretary's central register. The advertisement shall be in the form required by the Secretary of State hereto.

2. The Commission may also notify existing farmland tenants and others who have expressed interest in the rental of Wenham farmland. The Commission may renew the lease(s) for (no more than) 5 years, upon written request of such renewal(s) from the tenant(s), without further notice to the public of such lease renewal. The renewed lease(s) shall take the form of the original lease(s) with changes in the date(s) and possibly the rental fees. Tenant(s) shall notify the Commission, on or before April 30 of the final year of lease, of his/her desire (or lack of desire) to renew the lease on the farmland for another term.

V. Selection of Tenants

A. At the regular Commission meeting on the date advertised for the opening of proposals, the Commission shall open the proposals. At such meeting or at a subsequent regular meeting of the Commission, the Commission shall select the successful proposal according to the criteria spelled out in the Request for Proposals.

B. Promptly after the selection of the successful proposal, the Commission shall forward his, her or its identity to the state secretary for publication in the central register. If the price at which the land is to be rented is less than the market rental value, the Commission shall also give notice of its decision in the state secretary's central register, setting forth its reason(s) for its decision and disclosing the difference between the rental charged and the market rental. The notice to the state secretary's central register shall also take place with renewal(s) of lease(s).

VI. Leases

All leases of Town-owned farmland shall be in writing, and shall be substantially in the form attached hereto as Exhibit C.

FARMLAND RENTAL POLICY
of the
WENHAM CONSERVATION COMMISSION

This Farmland Rental Policy was adopted by the Wenham Conservation Commission (the "Commission") in open session at its regular meeting held on October 13, 1998 and amended at its regular meeting held on March 22, 2004.

I. General Statement of Policy

A. It is the policy of the Commission, acting on behalf of the Town of Wenham, that Town-owned conservation land which has traditionally been in agricultural, horticultural, or silvicultural use or in pastuage (collectively, "agricultural" use) shall continue in agricultural use, and shall be managed and farmed capably and responsibly.

B. By its policies, rules, and regulations, and lease terms applicable to the rental of Town-owned farmland, the Commission wishes to ensure that the following general policy goals are achieved:

1. Rental of Town-owned farmland should be affordable to the working farmer, whether for-profit or not-for-profit, at rates which will encourage responsible use of, and investment in, Town-owned lands. While farmland rentals are and will continue to be a revenue source for the Town, it is not the Commission's primary goal to maximize the short-term dollar return from farmland rentals, at the expense of the other policy goals expressed herein.

2. The Town-owned conservation land at Assessor's Map 20, Lots 1 and 11, was given to the Town with the provision that it "shall be used only for the purpose of protecting the natural resources and the watershed resources of the Town". It is the policy of the Commission that Town farmland should be farmed and cared for according responsible agricultural practices, and in conformity with this Policy and such other policies, rules, and regulations, and lease terms as the Commission may from time to time prescribe.

3. Where possible, consistent with other goals expressed herein, the Commission wishes to promote stability in the use and management of the Town's farmlands. Experience suggests that the farmer who is, in effect, a long-term partner in the management of a piece of Town farmland will care for it more responsibly than one who has only a short-term investment in the health of that piece. Therefore, when choosing among rental proposals, the Commission considers favorably the fact that a proposed tenant is currently farming the land to be leased, provided that tenant's farming practices are otherwise in accordance with this and other applicable policies of the Commission.

EXHIBIT A

II. Rules of Governing the Use of the Town-owned Farmland

A. All tenants under Lease Agreements pertaining to agricultural land owned by the Town of Wenham shall be subject to this policy and to all other policies governing the use of such land.

B. Tenants are responsible for the proper nourishment and pH of the soils on any lands they lease. To that end, tenants shall:

1. Maintain proper pH for the crop(s) grown;
2. Obtain annual soil tests to determine fertilizer requirements for the crops planned, and use appropriate fertilizer only in accordance with the manufacturer's instructions or (in the case of organic fertilizers) with sound farming practices;
3. Plant cover crops, no later than October 15 (or within three(3) weeks of harvest) of each growing season for which the tenant leases farmland;
4. Use only those pesticides permitted by M.G.L., Chapter 132B, and only for the uses in the manner prescribed by the manufacturer.

C. Tenants shall use all reasonable means to prevent erosion on leased lands, including but not limited to:

1. Plowing across the slope of the land;
2. Planting a winter cover crop and leaving crop residue from previous growing season as mulch, unless crop residue is infested with pests or diseases or other conditions which significantly damage the following years' crop;
3. Maintaining earthen berms at the lower edge of slopes to slow and/or contain runoff
4. Planting and maintaining grass strips 10 to 15 feet wide at the lower edges of all field serve as a plow turn-around area and as a vegetated filter which will reduce sediment and chemical runoff into adjacent wetland resource areas. Fertilizer and pesticides shall not be directly applied within the grass strip;
5. Planting and maintaining grassed waterways to slow and filter runoff. Waterways shall be 20 to 25 feet wide along the streams/drainage swales which traverse the site and discharge into the adjacent wetland resource areas. Any sediments which accumulate in these waterways shall be periodically removed to prevent flooding and maintain proper functioning of the waterway. Fertilizer and pesticides shall not be directly applied within the grassed waterways;

EXHIBIT A

6. Maintaining field edges to prevent encroachment of brush upon agricultural land.

D. Tenants shall keep land free from litter, including without limitation, containers and packaging for agricultural products, and free of farm equipment when not in use.

E. Tenants shall keep peripheral trails free of furrows, agricultural products, and wastes, and stones. Peripheral trails shall be mowed by the Commission unless otherwise agreed between the Commission and the tenant.

F. Tenant may remove stones from leased lands in accordance with sound agricultural practices and shall place them in stone dumps designated by the Commission.

G. The Commission may make further requests and/or directives to tenants of Town-owned farmland, not expressly set forth herein, where necessary in the Commission's judgment to promote the goals of this Policy

III. General

This Policy may be amended from time to time by the Commission acting in open session.

EXHIBIT B

WENHAM CONSERVATION COMMISSION REQUEST FOR PROPOSALS

The Town of Wenham, by and through the Conservation Commission (the "Commission"), hereby requests proposals from persons wishing to lease for agricultural purposes any one or more of the following parcels of farmland, owned by the Town:

<u>Parcel</u>	<u>Acreage</u>	<u>Crop/Use</u>
Assessor's Map 20, Lot 1	24.88	row crops
Assessor's Map 20, Lot 11	<u>8.98</u>	row crops
Total:	33.86	

The Term of the leases shall be from January 1, 2004 through November 15, 2008
Date Date

Leases shall be on the Commission's standard form, and shall be subject to the Commission's Farmland Rental Policy and such amendments and such other policies, rules, and regulations as the Commission shall have promulgated by July 31 of the year preceding the year in which they become effective.

Applicants must submit, by letter, the following:

1. A proposal for usage of one or more of the available parcels, including crop(s) and acreage in each crop, fertilizer and pesticide use, and any cover crops, crop rotations, etc., proposed;
2. A detailed description of present farming activities, including acreage and location(s) farmed, crops raised, ownership, equipment used, number of seasonal and permanent employees, a brief description of farming practices;
3. A statement that the applicant is willing, if awarded a lease, to execute a lease on the Commission standard form; to abide by the Commission Farmland Rental Policy; and to abide by any and all other policies, rules, and regulations governing the use of Wenham farmland during the term of the lease;
4. The following certification:

"The undersigned certifies under penalties of perjury that this proposal had been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, "person" shall mean any natural person, business partnership, corporation, union, committee, club, or other organization, entity or group of individuals."

_____ (Signature of person signing the proposal)

_____ (Name of Business),

and

EXHIBIT B

An undated copy of a disclosure statement in the following form:

Commissioner of Capital Assets Management
Division of Capital Assets Management
1 Ashburton Place
Boston, MA 02108

Re: Disclosure Statement Under MGL Chapter 7, section 40 j

Dear Sir or Madam:

This will certify that I, _____ have entered into a lease with the Town of Wenham for the lease of farmland located at Larch Row (Assessor's Map 2, Lot 1 and 11), and that the true names and addresses of all persons having a direct or indirect interest in the lease are as follows:

I further certify that, should there be a change of interest in the lease during its term, a supplemental disclosure statement setting forth such change will be filed with your office, with a copy to the Wenham Conservation Commission.

This statement is made under the pains and penalties of perjury

(Signature of Lessee, or, if a corporation,
a duly authorized officer)

If the applicant is the successful bidder, the applicant shall, at the time of executing the lease, date the disclosure statement, mail it to the Commissioner of Capital Planning and Operations, and mail a copy to the Wenham Conservation Commission.

The letter to the Commission shall be signed by the person submitting it and shall identify by name the person or entity, if any, on whose behalf it is submitted. The letter should be directed to Chairman, Wenham conservation Commission, Wenham Town Hall, 138 Main Street, Wenham, MA 01984, and must be received no later than noon on Monday, April 26, 2004. Copies of the lease form, and applicable policies may be obtained at the Commission's office.

The Commission will review all timely proposals which conform to the above requirements, and will select the proposal which, in the Commission's judgment, is most likely to promote the policy goals of the Commission's Farmland Rental Policy.

Proposals will be evaluated on the basis of information supplied therein; the Commission's past experience, if any, with the person or entity making the proposal; and such other information as the Commission is able to obtain and deems reliable.

EXHIBIT C

FARMLAND LEASE AGREEMENT

By this Farmland Lease Agreement, the Town of Wenham, by and through its Conservation Commission (the "Commission") agrees to lease the following parcel(s) to

_____ of _____ ("Tenant")

during the growing season(s) for January 1, 20 04 through November 15, 20 08 :

<u>Parcel</u>	<u>Acres</u>	<u>Crop(s)</u>	<u>at \$/Acre</u>
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I. Assessor's Map 20, Lot 1
(24.88 acres total)

II. Assessor's Map 20, Lot 11
(8.98 acres total)

1. The term of this Lease Agreement shall be from January 1st of the year first identified above through November 15th, of the year last identified above.
2. Tenant shall notify the Commission, on or before April 30th of the final year of this lease, of his/her desire (or lack of desire) to renew the lease on the farmland for another term.
3. Tenant and the Commission may mutually agree to alter the crop(s)/use(s) shown above.
4. Rents are payable, at the rates set forth above, on October 31st after each growing season to which this Lease Agreement applies. Failure to pay the current year's rent, in full, by November 30th of that same year, shall constitute cause for termination of this Agreement at the Commission's sole option.
5. Tenant agrees that he/she shall actually farm the leased land in the crop or use identified herein (or agreed upon pursuant to paragraph 2). Failure to do so shall not excuse Tenant from his/her other obligations hereunder, but shall be cause for termination of the Agreement at the sole option of the Commission.
6. Tenant agrees to have in force for the term of the lease the following policies of insurance:
 - a. Worker's compensation and other benefits required under M.G.L. Chapter 152 and M.G.L. Chapter 149, section 34A.
 - b. Employer's liability with a limit of at least \$100,000 each accident.
 - c. Comprehensive general liability and automotive liability; General liability shall include personal injury and broad form property damage coverage. Automotive liability shall include coverage for owner, non-owned, and hired vehicles. Combined single limits for comprehensive general liability and automotive liability shall be at least: \$1,000,000 for each person; and \$1,000,000 for each occurrence.

EXHIBIT C

The Town is to be named as additional insured on all policies. Certificates of insurance shall be submitted to the Commission simultaneously with execution of the lease, and annually thereafter.

7. a. Tenant agrees to abide by the Commission's Farmland Rental Policy, and all amendments thereto and such other applicable policies, rules, and regulations as the Commission may promulgate by July 31 of the year preceding the year in which they become effective. Tenant's failure to abide by such policies, rules, and regulations shall constitute cause for termination of this Agreement at the Commission's sole option.

b. Without limitation, Tenant's attention is particularly directed to his/her obligations; to use pesticides in accordance with M. G.L., Chapter 132B, the Massachusetts Pesticide Control Act, and all regulations promulgated thereunder in the Code of Massachusetts Regulations; to use pesticides and fertilizers according to the manufacturer's instructions; to maintain soil pH; and to engage in regular soils testing.

8. This Agreement is cancelable at the option of the Tenant as of November 15 of any year during the lease term, upon notice actually received by the Commission by the preceding August 1.

9. This Agreement is non-delegable and non-assignable.

TENANT

By: _____
Signature

Date: _____

WENHAM CONSERVATION COMMISSION

By: _____
Signature

Date: _____

WENHAM BOARD OF SELECTMEN

By: _____
Signature

Date: _____